	Case No. 04-35212 DDO
In Re:	Chapter 7

David Adkins,

Debtor.

### NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

- TO: Debtor David Adkins; his attorney Barbara J. May; United States Trustee; and all other entities specified in Local Rule 1204 (a):
- 1. General Motors Acceptance Corporation, ("GMAC"), a secured creditor in this Chapter 7 proceeding, by and through duly authorized and undersigned attorneys, moves the Court for the relief requested below, and gives notice of hearing.
- 2. The court will hold a hearing on this motion on **October 25, 2004, at 9:30 a.m.**, before the Honorable Dennis D. O'Brien, United States Bankruptcy Judge, in Courtroom No. 228a, 200 Federal Building, 316 North Robert Street, St. Paul, Minnesota 55101.
- 3. Any response to this motion must be filed and delivered not later than October 20, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or filed and served by mail no later than October 14, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays).

UNLESS A RESPONSE OPPOSING THIS MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

- 4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 7 case was filed on September 7, 2004. The case is now pending in this Court.
- 5. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. GMAC requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its security interest in certain personal property of the debtor as defined below.
- 6. On April 15, 2004, the debtor, David Adkins, executed a promissory note and security agreement in favor of GMAC, in the original principal amount of \$48,550.80, plus interest thereon at the stated rate, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "A"**. Security for the promissory note consists of a security interest in a motor vehicle, a 2004 Chevrolet Suburban, VIN # 3GNFK16Z64G207484. Proof of perfection of the security interest of GMAC is attached hereto as **Exhibit "B"**.
- 7. The promissory note is in default for failure to make payments when due since July 2004, a delinquency in the approximate amount of \$2,427.54. As of September 7, 2004, the amount due was a payoff balance of \$46,932.44. On information and belief, the value of the vehicle is \$46,650.00 and the debtor has no equity in the vehicle.
- 8. The loan is in default for failure to make payments when due. GMAC seeks relief from the automatic stay to foreclose its personal property security interest in the vehicle.

- 9. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. GMAC believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:
- a. GMAC has not been offered and is not being provided with adequate protection for its interest in the vehicle;
- b. The vehicle subject to the security interest of GMAC continues to depreciate and decline in value; and
  - c. The debtor has stopped making payments to GMAC.
- 10. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtor has no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 7 proceeding.
- 11. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by C. Kost, or some other representative of the Movant, General Motors Acceptance Corporation.

WHEREFORE, GMAC requests entry of an Order granting the relief from the automatic stay of 11 U.S.C. § 362, to allow it to foreclose its personal property security interest described above, and for such other and further relief as the court deems just and equitable under the

circumstances.

Dated: October 6, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn, #0324140 7700 Bonhomme Ave., 7th Floor St. Louis, MO 63105 (314) 727-0101 FAX (314) 727-1086 Attorneys for GMAC

RETAIL INSTALMENT SALE CONTRACT
GNAC FLEXIBLE FINANCE PLAN

APR 20 2004 Contract Number

Creditor (Badiar Name and

JEFF BELZER'S TOUD CREATEDLE'S LAKEVILLE, MN 55844 ENAM INVACED HOTEL POSADORAM (Include County and 20 Code)
1228 MOURNING DOVE CT EARTH, MN 55123
DAKOTA

You, the Buyer (and Co-Buyer, it any), they buy the vehicle described below for each or on track, by starting this contract, you agree to key two vehicle on the credit of the contract. You agree to pay the Credit of the Amount Pinercood and Pinercood charge according to the orest, under the deglerance on the transport of the Amount Pinercood of the Amount Pinercood of the Amount Pinercood, payment pinercood of the Amount Pinercood of the Amount Pinercood, payment pinercood of the Amount Pinercood of the Pinercood of the Amount Pinercood of the Pine

	y Vahraia	YOU MOTOR	no buy and	the Creditive states	of You agree to pay he Cri is goby be its at the Armuel as to sell the following variable Variable Identifica	don No.	Ugal		┥
		Name and	Model	Body Type	Vehicle loanuace	ma(1) 07	Designant	Ougricultum/	_]
ur Usad	i i	CHEVEN	LET 1	SUB/XL/EXT	JGNPK16254G2	67484	O Printers		٦ .
ZM	2864	SUBURE	AB						
jek-Cer	Scribe pod	h may ample,	(teamed)	improent eold:					7
					TRUTH-IN-LENDING DISC	LOGURES			<b>न</b>
				HEDENA			Venture	Teles Sale Price The local cost of your pulphase	• ]]
	DEN CO	TAGE RAT	FINAN	CE CHARGE	Amount Pineness The amount of treat pro-		Ma were ay bah- u han ayi pana bara Marasia		
the cost	DI AMELICA	KK = 1	The de	ier amount the est you.	ANGO 10 ACCIOUTE LAND	Manua se p	chackled.	payment of S_1_400	~ ()
ymarky rai	ja.		GLACK .		behalf. 48, 558, 80	4	. 550.68	SE. A35. MR	_
	9. DD	*		9,89	10,000,00				ニリ
								Or as Follows:	_11
Our Pay	ment Ech	edule Will I	707		When Payments A	PB 008			<b>—11</b>
Nym	be of Pay	ments	Amount	# Payments \$29.16	Monthly beginning 5/36	/14			╼┸╏
	- 80								ì
				to make the	nue to dev a penalty.				1
Propayii	nomi. If you	n bark out all	North General	With her and in 199 A	avo to pay a penalty. Inhide being prochased.	_		nc. dateuts, any required regards	ineti
ينا الاعمة	Lichtoner.	And made.		محادمه ماه ام خند	chicle being purchased. I for more traumellon includ	ing kalamikis	30 Stoom Househouse		
وإزالهم	nel Inform	wijota Sas Sastatat dir	6. 함께 IDD	urily interest.				ns, defeuts, any required reports	(1)
IN ALIL SE			· · NATER					8 48, 623. 75	_(1)
		MOUNT FI		ervices, and texts	72.00	mosymeni i	.10		
Cash	HOR GUELLE	N- NM I	de Ir. B			1	1,500.06	. 1 (AS 12	(5)
		4 OIM	A COMPANIE	TERY CHE	VHOLET SUBURBAN				
		Your	rade in La	AODT CHO	Males	Model		46,930,55	(8)
		Ī					A CONTRACT TO		
a Unpak	Balaron :	OF CARD POS	e (1 mirate	- Others 60 Youlf	echal (Solar may be keep) POS: NEC T	ng past of the	mp emourkt-j-		
4 Dither	Charges I	nelusing AM	TANAXXX	AMAAAAAAAA	TOS NEG	HOENJOURS			
A (0)	WHAT IN	大批大	.CIXC.	PAYOFF	FOR: NEG	. <u> </u>	aureint .	N/A	
Dig	THE IS NOT	- Manhani	eal Result	Insurance Paid to	the Insurante Company Nan	INO DAILM-4	i		
S Ça	g al Option rain Meet	anical Roca	4		Comment Calon			N/A	
- 20	Les Celles	e Cradil Insul	ance Paid 4	The Insurante Comp	any or Companies Named Dalon y Actions and Health S	<u> </u>	:	N/A	
U 000	( 4) a pour		<u> </u>					11.25	
D 01	Idal Foor	Para to Gov	AUDIO F	Still	118 44			119 99	
		chand in Ci		witen Page Duomiza	LIC, 519,88			<u> </u>	
P 92	A BLUK LOW I	Caruscale	Tido Pad	<u> </u>	want and double purpos	1		N/A	
×ã	har Child	os Secif	USL IQUITY	17.10	gyment and describe purpos			58.0V	
	10.JE 23	-66420	-5-100	O CHEV TO	DOC LEES			1,612.2	
	<u> </u>		4 5-4/10	Pald to Others on	Your Barrell			6 18 540.8	(5)
	<u>ool Oner</u>	cod-Ungal	Baterce	- (4)				the server and conditions.	
					ten or cartificates leaved by	he Compeni	DE VBWCG AND CORCU	pe the service and conditions. and Repair Jaguarance. The co- in 48 of the bembation above.	
lger.	rende. Il	برويدهما بالمع	in Charge	소설 것이다. 내다 2000	acrese insurence is require	s but you	particuos je spoku j Obrjousi specisia-	in 48 of the beintzellen above.	1
L =	mineo FI	Marries and		an who is muchou	ples or continuous sectors of contractions in require able to the Conditor. The Continuous Tormics	Seet the Direct		N/2	
Rec	L Operation of	hom mail-	d the flerif	tention shows.		mortint	insulation Company	or 36,000 miles, whilehover eco	are glar
man							Tarre 1735 months	M 2778-00	
man tnet	Name of the	možity					<u>                                   </u>	11/1	واظالينوون
man tnet	Name of the	mpary ————————————————————————————————————	o Codslon	and either: Treatment Sen	Marined Additional Contrage	4 Pd	Term U	3550 Deductible CI N/X	
inet Inet	uneyea oo L □ Pyd/Arm	mpary ————————————————————————————————————	e Coulsion Including i	and either: Fire, Theit and Cert Inhersive including	ntimed Additional Coverage   Fire, Theit and Combined A	ddillenn1	Term: U- Dážš Deducijska (	350 Deductitle CII N/A	
inet Inet	Pyd/\$p	Deduced	including i Ma Comp	III herrativo instituting			Dá25 Deducible (	350 Deductive Cil. SV.C.	
inet inet	Pyd/Opr	mpaliy prahamake 	Including I Spie Comp	m herubio including		- 4	D\$25 Deckripte (	asso Deductitie CN AZA	
inet inet ine	Pyd/Opr	mpaliy prahamake 	Including I Spie Comp	m herubio including		- 4	D\$25 Deckripte (	asso Deductitie CN AZA	
inet inet	Pyd/Opr	mpaliy prahamake 	Including I Spie Comp	m herubio including		- 4	D\$25 Deckripte (	asso Deductitie CN AZA	
institution in the control of the co	Prof. Coveres Coveres Cistano In Coveres Ciptano In	mpary  Deduce  por and Com  destrat - C. T.  radio in security	Including I Robe Comp School Acid gwing and I nees. Credi	ra herustvo including ittornel Covorage abor 6925: C Renti It ilia Insurance and nel patr. Il you wa	of Reimburgoment CE Red Septili disablety insurance a sol this beginning, etwas the	o Equipment no not reculo insurgnos d ha empunt	D\$25 Decluration ( D\$25 Decluration (  or to obtain aredit as sign bold one state bold one if you would ove if you	not will not be provided unique to be provided unique to be provided unique to be per the total the first part of the fi	
institution in the control of the co	Prof. Coveres Coveres Cistano In Coveres Ciptano In	mpary  Deduce  por and Com  destrat - C. T.  radio in security	Including I Robe Comp School Acid gwing and I nees. Credi	ra herustvo including ittornel Covorage abor 6925: C Renti It ilia Insurance and nel patr. Il you wa	at Reimbyrgomant	o Egylometri Insurance di ha amount y mber di pay n lor the insu	Tid 25 Deductible ( Tid 25	THE CO CHARGE COST OF THE COST OS OST OF THE COST OS OST OST OST OST OST OST OST OST O	
institution in the control of the co	Prof. Coveres Coveres Cistano In Coveres Ciptano In	mpary  Deduce  por and Com  destrat - C. T.  radio in security	Including I Robe Comp School Acid gwing and I nees. Credi	ra herustvo including ittornel Covorage abor 6925: C Renti It ilia Insurance and nel patr. Il you wa	at Reimbyrgomant	o Egylometri Insurance di ha amount y mber di pay n lor the insu	Tid 25 Deductible ( Tid 25	THE CO CHARGE COST OF THE COST OS OST OF THE COST OS OST OST OST OST OST OST OST OST O	
institution in the control of the co	Prof. Coveres Coveres Cistano In Coveres Ciptano In	mpary  Deduce  por and Com  destrat - C. T.  radio in security	Including I Robe Comp School Acid gwing and I nees. Credi	ra herustvo including ittornel Covorage abor 6925: C Renti It ilia Insurance and nel patr. Il you wa	at Reimbyrgomant	o Egylometri Insurance di Insurance di Insurance di Insurance di pay In lor the insu	OS25 Deductible is to to obtain stadin as also what such bole would over if you marks. Coverage trace is shown before Co-Buyer (C) Schlich ident, and Heath (B)	mid will not be provided unions to the provid	rou sign for urmade, the days, Credit da classifity
institution in the control of the co	Prof. Coveres Coveres Cistano In Coveres Ciptano In	mpary  Deduce  por and Com  destrat - C. T.  radio in security	Including I Role Comp Scined Add gwine and I need. Credi the middle the limits of the cetter of the cetter of the cetter of the cetter	internation including them of coverage above Co Rents of the including the coverage and page 19 you want of the including above. Creat any increase in date for the last Pi Check	of Reimby/Igonani. © 68 Radd organic Meability Injurance as at this Impurance, directs the fit like insurance pays early I your payment of in the mile agricult where a different term is the Insurance desired. On	o Equipment on not require transpass of transpass transpas	OS25 Deductible is to to obtain stadin as also what such bole would over if you marks. Coverage trace is shown before Co-Buyer (C) Schlich ident, and Heath (B)	mid will not be provided unions to the provid	rou sign for urmade, the days, Credit da classifity
inex inex inex inex inex inex inex inex	LINNS CO.  Covered Ciscovers (Cipros The Ciscovers) (Cipros The Cipros The Ci	mpairy  Deduction  Ded	Including I Role Comp Scined Add gwine and I need. Credi the middle the limits of the cetter of the cetter of the cetter of the cetter	internation including them of coverage above Co Rents of the including the coverage and page 19 you want of the including above. Creat any increase in date for the last Pi Check	of Reimby/Igonani. © 68 Radd organic Meability Injurance as at this Impurance, directs the fit like insurance pays early I your payment of in the mile agricult where a different term is the Insurance desired. On	o Equipment on not require transpass of transpass transpas	OS25 Deductible is to to obtain stadin as also what such bole would over if you marks. Coverage trace is shown before Co-Buyer (C) Schlich ident, and Heath (B)	mid will not be provided unique to the transfer and control unique to the provided unique to the transfer and control uniqu	rou sign for urmade, the days, Credit da classifity
inex inex inex inex inex inex inex inex	Coverage Control of the Control of t	mpairy  Deduction  Ded	Including I spined Add guing and I need. Credi the midfile the bentle is tended in the day of the day	intel. The control including too a fact of gots. O family it like inquirement and a fact or and other industries. O fact of the control includes for the the control	at Reimbyrgomant	o Equipment on not require transpass of transpass transpas	OS25 Deductible is to to obtain stadin as also what such bole would over if you marks. Coverage trace is shown before Co-Buyer (C) Schlich ident, and Heath (B)	mid will not be provided unions to the provid	rou sign for urmade, the days, Credit da classifity
inex inex Co	Coverage Control of the Control of t	mpairy  Deduction  Ded	Including I spined Add guing and I need. Credi the midfile the bentle is tended in the day of the day	internation including them of coverage above Co Rents of the including the coverage and page 19 you want of the including above. Creat any increase in date for the last Pi Check	of Reimbyrgomani. © 68 Radd d credit idea@Bity (neurone a mit, this Impurance, directs the di like insurance pays early! your payment of in the mi your payment of in the mi asyrcant whose a different terr is the insurance dealered. Direct hasyrgage Linder like commend is 5	o Equipment on not require transpass of transpass transpas	OS25 Deductible is to to obtain stadin as also what such bole would over if you marks. Coverage trace is shown before Co-Buyer (C) Schlich ident, and Heath (B)	mid will not be provided unions to the provid	ou sign for urance, she time, Check the classifity and any other
inex inex inex inex inex inex inex inex	LENGTH COLUMN TO THE CONTROL OF THE CONTROL OF THE CONTROL OF THE COLUMN THE	mpairy	Including I the Comp whee Add guing and I the addition the tention the tention the Including the Including the Including the Including the Including the Including the Including the Including	risk invaluation in the contract of its striked of 8 miles for the contract of	of Reimbyrgomani.   G 68 Radd  G codd blackbirty (neurone a mit this Insurance, directs the di like insurance pays entry your payment of in the mit mentional similates a different terr to the insurance desired.   The insurance desired in the mentional similates and the comment  assurance similates and the comment terr  the insurance desired this comment is 5  M. A.	o Equipment on not require transfered d has entount a mobel of pay on for the limit lie (Suyer C) Nesbulley, Apr	Tales Declaration in Tales Dec	TEGO Deductible CIII. SV.A.  The will not be provided unless to the provided unless to the provided unless to the paid all your pelyments on it opens the insurence and area of the provided the insurence and area of the provided unless the provided unless to the provided unless the prov	nou sign for uranco, the bine, Credit on checking checking and any other
inex inex inex inex inex inex inex inex	LENGTH COLUMN TO THE CONTROL OF THE CONTROL OF THE CONTROL OF THE COLUMN THE	mpairy	Including I the Comp whee Add guing and I the addition the tention the tention the Including the Including the Including the Including the Including the Including the Including the Including	risk invaluation in the contract of its striked of 8 miles for the contract of	of Reimbyrgomani.   G 68 Radd  G codd blackbirty (neurone a mit this Insurance, directs the di like insurance pays entry your payment of in the mit mentional similates a different terr to the insurance desired.   The insurance desired in the mentional similates and the comment  assurance similates and the comment terr  the insurance desired this comment is 5  M. A.	o Equipment on not require transfered d has entount a mobel of pay on for the limit lie (Suyer C) Nesbulley, Apr	Tales Declaration in Tales Dec	TEGO Deductible CIII. SV.A.  The will not be provided unless to the provided unless to the provided unless to the paid all your pelyments on it opens the insurence and area of the provided the insurence and area of the provided unless the provided unless to the provided unless the prov	nou sign for uranco, the bine, Credit on checking checking and any other
institution in the control of the co	Dept. St. Project St. Coverage	mpairy Coducing Coduc	Including I spine Comp bined Add gwing and I mee. Crediting and the Europe the Europe Included and Including and I	internal Concesses alor (pate Concesses arox (parameter arox (pate Concesses arox (pate Conce	of Makindayagonani.   G. Radii deabbilty internance in this internance and this internance plays early in your payment of in the internance plays early in your payment of in the internance of in the internance of internations, the internance dealers of the internance dealers.   Distriction under this command is 3 by A. Data	to Explorate to not require to not require to not require to the serious to not of period to not not of period to not not of the first to the final to the first	Takes Declaration of the Control of	THE OF THE PROPERTY IN THE STATE OF THE STAT	ou ston for use many stones. Cresh can be carefully stones and support stones. The carefully stones and support suppor
institution in the control of the co	Dept. St. Project St. Coverage	mpairy Coducing Coduc	Including I spine Comp bined Add gwing and I mee. Crediting and the Europe the Europe Included and Including and I	internal Concesses alor (pate Concesses arox (parameter arox (pate Concesses arox (pate Conce	of Reimbyrgomani.   GE Reimbyrgomani.  Geodic deabbyr (naurance and this furnurance and this furnurance plays early from the filler insurance plays early from the filler insurance plays early from the filler insurance and filler insurance dealers.   Company of the filler company is a survey of the filler insurance dealers.   Company of the filler company is a survey of the filler company is a survey of the filler company in the filler company is a survey of the filler company in the filler company is a survey of the filler company in the filler company is a survey of the filler company in the filler company is a survey of the filler company in the filler company is a survey of the filler company in the filler company is a survey of the filler company in the filler company in the filler company is a survey of the filler company in the filler company is a survey of the filler company in the filler company is a survey of the filler company in the filler company is a survey of the filler company in the filler company is a survey of the filler company in the filler company in the filler company is a survey of the filler company in	to Explorate to not require to not require to not require to the serious to not of period to not not of period to not not of the first to the final to the first	Takes Declaration of the Control of	THE OF THE PROPERTY IN THE STATE OF THE STAT	ou ston for use many stones. Cresh can be carefully stones and support stones. The carefully stones and support suppor
	Prof. Open Coverage C	mpairy Coductor Description De	Including I make Comp bined Add to the madelle the madelle the madelle the madelle the blanch add to t	The invaluable of the control of the	of Reimburgoment   C S Reimburgoment	o Equipment on not require rementation of require rementation of r	The 25 Declarities of	TEGO Deductible CIII. CV. A wife not be provided unions to well all you have the same five in a poil all your pelyments on it occurs the insurence and one of the insurence and it is a second to be insurence and it is a property in the insurence and its and it	Date
traction of the control of the contr	Prof. Open Coverage C	mpairy Coductor Description De	Including I make Comp bined Add to the madelle the madelle the madelle the madelle the blanch add to t	The invaluable of the control of the	of Reimburgoment   C S Reimburgoment	o Equipment on not require rementation of require rementation of r	The 25 Declarities of	TEGO Deductible CIII. CV. A wife not be provided unions to well all you have the same five in a poil all your pelyments on it occurs the insurence and one of the insurence and it is a second to be insurence and it is a property in the insurence and its and it	Date
traction of the control of the contr	Prof. Open Coverage C	mpairy Coductor Description De	Including I make Comp bined Add to the madelle the madelle the madelle the madelle the blanch add to t	The invaluable of the control of the	of Reimburgoment   C S Reimburgoment	o Equipment on not require rementation of require rementation of r	The 25 Declarities of	TEGO Deductible CIII. CV. A wife not be provided unions to well all you have the same five in a poil all your pelyments on it occurs the insurence and one of the insurence and it is a second to be insurence and it is a property in the insurence and its and it	Date
COUNTY OF THE PROPERTY OF THE	Prijor Co Coverac Cove	mpairy	Including I make Comp Make Comp Make Comp Make Credit International Company of the Company of the Company is the Europe in the E	in britable including transaction of goals. O final sales of goals	M Reimbyrgomani. GE Reim d geedli deabbyr (neurone a nt this (neurone, afrach the stille instrument plays early year) perymet of in the sit usercant unique a different tor get the (neurone dealers). Chi strument this contract to be a sit of the contract to partners byrostheria, inche gentiant byrostheria, inche a GONTRACT AND YO APLI	o Equipment on not require to not require to many the services of the services	Takes Declaration of the Control of	THE OF DECLARATE CHILDREN AND THE PROPERTY OF THE PROPERTY INJURY AND THE PROPERTY INJURY INJURY AND THE PROPERTY INJURY INJURY INJURY AND THE PROPERTY INJURY INJU	poul stern les rurantes, the transch, the transch file classibility and any other profession profession in insured at in insured and any other profession and any other pro
COUNTY OF THE PROPERTY OF THE	Prijor Co Coverac Cove	mpairy	Including I make Comp Make Comp Make Comp Make Credit International Company of the Company of the Company is the Europe in the E	in britable including transaction of goals. O final sales of goals	M Reimbyrgomani. GE Reim d geedli deabbyr (neurone a nt this (neurone, afrach the stille instrument plays early year) perymet of in the sit usercant unique a different tor get the (neurone dealers). Chi strument this contract to be a sit of the contract to partners byrostheria, inche gentiant byrostheria, inche a GONTRACT AND YO APLI	o Equipment on not require to not require to many the services of the services	Takes Declaration of the Control of	THE OF DECLARATE CHILDREN AND THE PROPERTY OF THE PROPERTY INJURY AND THE PROPERTY INJURY INJURY AND THE PROPERTY INJURY INJURY INJURY AND THE PROPERTY INJURY INJU	poul stern les rurantes, the transch, the transch file classibility and any other profession profession in insured at in insured and any other profession and any other pro
Constitution of the state of th	Prijor Co Coverac Cove	mpairy	Including I make Comp Make Comp Make Comp Make Credit International Company of the Company of the Company is the Europe in the E	in britable including transaction of goals. O final sales of goals	M Reimbyrgomani. GE Reim d geedli deabbyr (neurone a nt this (neurone, afrach the stille instrument plays early year) perymet of in the sit usercant unique a different tor get the (neurone dealers). Chi strument this contract to be a sit of the contract to partners byrostheria, inche gentiant byrostheria, inche a GONTRACT AND YO APLI	o Equipment on not require to not require to many the services of the services	Takes Declaration of the Control of	TEGO Deductible CIII. CV. A wife not be provided unions to well all you have the same five in a poil all your pelyments on it occurs the insurence and one of the insurence and it is a second to be insurence and it is a property in the insurence and its and it	poul stern les rurantes, the transch, the transch file classibility and any other profession profession in insured at in insured and any other profession and any other pro

**EXHIBIT** 

DAKOTA

International programment	LEIS FINUISMENT LIN	UVE (.)	LAUAN, MA 33	izi Highnai	SE AND CEDAR AVENUE	LAKEVILLE, MM 55844	
TO USE THE STATE OF THE STATE O	AKOTA					him the verticle on	
TO USE THE STATE OF THE STATE O				de described below for each or	on cradit. By signing this consection	Phones Charge spoorting to the	
TO USE THE STATE OF THE STATE O	the Buyer (and Co-Bu	yor, if any) a on the ho	West only are and	SQUARET AND TOLIS IN box by the Your	of Percentago Rate on the unpetd	palence of the Manney Lawrence	
TO USE THE STATE OF THE STATE O	meru ochecule shown b	elow, The P	SIN SUG SP\$ CHESTON	agrees to set the inflowing val	kin:	for Whigh Purchased	
The Table State in the properties of the propert	graphown w	Lie and Mi	del Body				
Tell Part   Tell		HE VROLL	T SUBJEL	PEKT JGHPK16164	G267484   Business		
INVIVAL PERCENT AND ANT TO THE PROPERTY OF THE	NEW ZORG	od majer ha	ne of equipment so	ids			
ANUIVAL PERCENTAGE NATE    PRAYER   PRA	Junger-Directors socker	M states			The state of the s		
NUMBER PROCEST AGE RATE AGE TO THE PROCESS OF THE P			F		C. Usuk Esymonia		
## 1. SEC. 12. SEC. 1	Ann COR Of Abra reason.	GE RATE	PHANCE CHARGE The depar emount	the synount of areas pr	after you have made all sely-	payment of \$ 1 485 78 Is	
The proposal Scientific Street Scientific Street Scientific Scient	Acting Large.				10,550,88	1	7) 33%
Number of Personnel Schmidt date with the Second Control of Segmentary Second S			<u>'</u>			- Fallenner	
Notification of Programmes   April of Street   S	Vous Payment School	de Will Du		When Paymer	Are Duo	Ol 88 Lanower	纖工
Proposyments. If you pay of a your deat early you will not have to pay a penalty.  Security follows. You are giving a security interest in the varieties before purchased.  Actification interespitation See the eithing a security interest.  Actification interespitation See the eithing a security interest.  Actification interespitation See the eithing advantage or more information industring information debut more payment.  Actification of the electric property of the process of the contract of the process of the	Number of Payme	rits	Victorial of Lethingur	Monthly beginning 5/	38/04		기 🎆
Recently (national form) processes for the portant for more information measures and activities of the portant for more information measures and activities of this portant for more information measures and activities of the portant form of the processes and activities of the portant form of the processes and activities and activities of the processes and activities of the processes and activities and activities of the processes and activities and							
Recently (national form) processes for the portant for more information measures and activities of the portant for more information measures and activities of this portant for more information measures and activities of the portant form of the processes and activities of the portant form of the processes and activities and activities of the processes and activities of the processes and activities and activities of the processes and activities and	Samuel II vou S		nt quite easily hear say	ij nai teve io psy a penalty.			m   🍱
TOURI DEMONSTRATION OF ANCIENT PROJECTS  Card Price (Including by acceptable) acres of 14.7.95   14.7.95   15.99, RB   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.00000   1.0.00000   1.0.00000   1.0.00000   1.0.00000   1.0.00000   1.0.00000   1.0.000000   1.0.000000   1.0.0000000   1.0.0000000000	Encounty Hyperen 10	To the market	I the state of the f	enclined for more information in	luding information about nonply in	Old Tolling Tolling	
TOURI DEMONSTRATION OF ANCIENT PROJECTS  Card Price (Including by acceptable) acres of 14.7.95   14.7.95   15.99, RB   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.000   1.0.00000   1.0.00000   1.0.00000   1.0.00000   1.0.00000   1.0.00000   1.0.00000   1.0.000000   1.0.000000   1.0.0000000   1.0.0000000000	Arctigonal Informati	ion: See th duled date.	Bug secnify lucutary, e agust area of Area of			49, 423, 75	u 🎒
Trust Dewrops morals put Treathers 5  Color Description (Color Price 11 Indive 9)  Support 1						5_10, 120, 1	
Trouble Delivery of Control   2 EST CREVIOLET SUBURAN   16. 938.55 (3)	Cash Price (Including			14.96- + Count 1			(20
United Belance of Cash Price (Linker B)   View   Shade   Cash on Your Behald (Saletor may be lesping part of those amounts.):	Total Downpayment	- Other	Co-man Repaire	S CHANGOLLA SUBURBAN			<u> </u>
B Cost of Copional Mechanical Reposit insurance Parist to the insurance Company Nerved Before-Covering N/A Const of Optional Credit insurance Parist by insurance Company of Borgonians Insurance Company of Company of Borgonians Insurance Company of Company of Company of Company of Company of Company Insurance Company of Company		Your Tre	do-in is a 2002	Make.	Model	16, 938.55	يس مت
B Cost of Copional Mechanical Reposit insurance Parist to the insurance Company Nerved Before-Covering N/A Const of Optional Credit insurance Parist by insurance Company of Borgonians Insurance Company of Company of Borgonians Insurance Company of Company of Company of Company of Company of Company Insurance Company of Company		- Brint	ra minus E)		mine part of those amounts.):	<u></u>	
© Cost of Optional Mechanism Place (1) (a) property of Domposite Shared No.   N/A	A Diber Charges Inch	uding Anka	Paid to Ciliare of	COUNTY OF BEAT (SOLO TO THE SOLO THE SO	TRADE POLITY	N/A	
Cores of Optional Craft Insurance Paid to July Insurance Coresponds among the Composes and Compo	_ m _ a a College	MARKOTOTA	LEDDEN MARKALIM.				
Cycles from Park by the Country Property of the Science of The Park of Technique (Acide on the Country of Technique	Genein Macheni	CAL FIRESCO	es Pald White Insurant	ce Company or Companies Harried Be	lot. N/λ		
E Tages legit many Library Management (Face (1) Emissy) 1.1. 3.2 y 1.0 y	C Cost of Obstant		8/A	District Parket and		843 25	-13
Covernment Corellinate of The Fase   The Fase	D Official Final Pt	ded in Char	Price	1 1 C 515.00		519 #A	16 16
No Chery Charges (Bolger must liderely who will inapply a psycholic structure of the Chery Charges (Bolger) which is a 1000 Chery by the Chery	a a managed like			Oldin as vi			3
TOBS CINE CHARGE STATE OF CHAR	G Government Co	Allesia bi	a leight life who will re-	coive payment and describe pur	ا		3
Total Chief Charges and Amoures Park to Others on Your Setted  5 Amount Financed -Umplied Believos (8 * 4)  Exautrance, it any insurance to checked bytow, the policies or sunitable features by the Company and the park in the process. The cost of the Regulated Physical Derroys in Transmisson, Physical damage insurance is required, but you provide in the charges park in the support provided in the Charges. The cost of the Mayaroce is shown in As of the transmisson shows.  Yearth	M Oluga Changes	BLACK	3 1000 CHEY			1, 812, 25	<u> </u>
Excurrence, it can't interest is checked birow, the policies or gardiscalar leaund by the Companyole narroed will desarries the speak insurance. The cost of the stay obtain it from anyone you want who is accompable to the Creditor. The cost of the stay obtain it from anyone you want who is accompable to the Creditor. The cost of the insurance is shown in AA of the thorsecon shows.    The Cost of the	10		Amounta Pald to Oth	here on Your Seitelf			<u> </u>
Required styles to the survivery set want wind is acceptable go to the formation of the formation shows.  Term:	Total Other Of	q=Urperg E	selecce (3 - 4)			orbe the letter and pendidona.	-   4
Required styles to the survivery set want wind is acceptable go to the formation of the formation shows.  Term:	A A CONTRACT OF THE PARTY OF TH		is chapted below, the	he policies or sardificators legucid	by the Comparison interes the he	nical Repair Insurance. The 60:3	Ot has 1
Torm Ossardis Collation and biffer:    Deduction for Treet and Combined Addrional Coverage   Torm   Torm   S25 Deduction   Est   M.A.   The ductible	Bearing Physi	lenj Dalimi A Albertano	a Insurance. Phys	sical damage insulance is requested. The			
Torm Ossardis Collation and biffer:    Deduction for Treet and Combined Addrional Coverage   Torm   Torm   S25 Deduction   Est   M.A.   The ductible	May obtain it in	DER BAYONE	the Hombaston show	VBYer®_	months Insurance Compl	MY	rs Rrel
Deduction in the processor of the proces	ATTEMPTON CONT.	erd	a illuser and nimer		Territ () 20 mon	N/A	- A problem
Coverage    Prox. That and Combined Additional Coverage   Prox. That and Combined Additional Coverage   Optional   (spired - ) Toying and Light toils   Rental Reimbulligement   D CR Rudo Expirement	D\$	- Dediviti Service in Decirons	cluding Pire, then a le Compréhensive In	mitiging Fire. Their and Combine	d Additional 1325 Deduction	" Ciezo Decinorigia Crea	
(Nome Cilica Accress)  (Nome of Insurer)  Under particy of designated Insurer, insudment amount of insurers under this contract is \$ N/B and the total ordered of insurers under this and any other insulational contract of the Buyer is arrived to \$ N/B.  Date	Coverage Fileton Thank	and Combi	ned Additional Cove	ings	Ledo Edolpmen	unions tro	u eign lor
(Nome Cilica Accress)  (Nome of Insurer)  Under particy of designated Insurer, insudment amount of insurers under this contract is \$ N/B and the total ordered of insurers under this and any other insulational contract of the Buyer is arrived to \$ N/B.  Date	Ciptiertal, II des	ared - O Yey	Ang and Labor 10 H.S	one and credit disability incured	ibers necession are producted and second	sion. If you have chosen this fraction	area, and
(Nome Cilica Accress)  (Nome of Insurer)  Under particy of designated Insurer, insudment amount of insurers under this contract is \$ N/B and the total ordered of insurers under this and any other insulational contract of the Buyer is arrived to \$ N/B.  Date	Optioned Cred	a la cay in	e Audionel cost. Il	you want this insurance, shock	ly the emount you would note !	for cutoff the justiceness and disqui	district.
(Nome Cilica Accress)  (Nome of Insurer)  Under particy of designated Insurer, insudment amount of insurers under this contract is \$ N/B and the total ordered of insurers under this and any other insulational contract of the Buyer is arrived to \$ N/B.  Date	Check in white	in 4C of I	vor dangt man länta De petulyanjar epakt	n, come not express of in the	the pre parameter of speaking per speaking per speaking per parameter of parameter of speaking per speaking p	<del>low</del> . Ti	1
(Nome Cilica Accress)  (Nome of Insurer)  Under particy of designated Insurer, insudment amount of insurers under this contract is \$ N/B and the total ordered of insurers under this and any other insulational contract of the Buyer is arrived to \$ N/B.  Date	disability india	E DIJ SAD OL	gives due dails for the	Check the Insurance dealest	□Lite (Buyer □ Ço-Buyer □ Both i □Disability, Assident and Hoelft i	Buyer Dnly)	
(Nerma of Insurant)  Under periloy of distinguised financiar, introduction of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt of insurances under this contract is \$ N/B. and the total ornerunt or \$ N/B. and the total orne				_		THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS	
Under perion of destignment insurer, maximum amount of insurance under this contract to a least operation of the Buyer is sended to \$   V/A	1		(Name of Insu	<del></del>	· .	f food automat of fractions mades file as	nd My other
Delto		daylormind!	Course (Mundering across	NAME OF PARTIES AND A SAME COUNTY OF	45	•	<b>\</b>
Delto	FERTINGEN CO.	rimet of the	Buyer is turbed to t				
Co-Bivyor eignature	1				Slanding.		
E-WERACE FOR BODILY KUURY AND PROPERTY		<u> </u>		Dist	Co-privor signature	E FOR BODILY INJURY AND	PROPERTY

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

important agreements, including your egreement to give the Conditor a security interest in house

previous and processed.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

APRIL 15th, 2884

Description in the section of the secti Do-Buyer etights he entire do by. An other owner is a person whose earns is not like tide to the vehicle but do unity increase in the vehicle and constaints to the beautity learns in.

Other OWNER SEE SECTION S TOOP CHEVROLET INC

ide korf (baneral Meters Corporation (GM) on his are Chies Firefon Plan-Terms of Substitution and large Corporation (GMAC) under the terms of the S renr nee to the Siste of Minnesota) (1 of 4)

## OFS MAINES, IOWA FSO

#### 04 APR 19 AH 9- 23

OTHER BLPORYANT AGREEMENTS

Pinance Cherry. The Prance Charge is Igared on a doly bacin at the Arruni Percentage Pats on the unput belience of the Amoust Pinanced. The Creditor with spely dealt payment lind up the seried and unput pen of the Pinance Charge, and from to the unput painness of the Amount Street

Consecution.

Lata Feynmentia and Early Payments. This amounts should on the form of this postured for the Figurese Charge. Teled of Payments and the Total Sale who are because of the assumption that you will make steep payment on the day it is due. Your Pinantes Charge. Total of Payments and Total Sale Price will be more if you have been payments and the Sale Price payments are educe, charges will take the boars of more of sears physical or the same should, the substitute payments are educe, charges will take the boars of more of sears physical of the same should, with a substitute payment, if your final solventied payments that your sector scheduled payments charges on the payment in the form of a barget or sandles into physical payment. The Creditor will send you a notice believe int due date of the final scheduled payment. The creditor will send you a grow the amount, of the impaid bolancies and the new payment extinction.

Clemarahija and Riak of Leam. You agree to pay the Crostor all you own under this contract with it me vertice is demaged, destroyed or ribscing. You appear for to remove the vertice hips the U-final States or Categad, or to sell, rent, lease or otherwise transition my inversed. In the vehicle or this sell, rent, lease or otherwise transition my inversed, the vehicle or this contract without the Creditor's written purisation. You agris not introduced to return the vehicle or this transition, and the subject of public in administrative action even if the vehicle on the subject of juddal or administrative action. You will make such the Creditor security interest (leaf) on the vehicle for You will make such the Creditor pays and repair biles, storage biles, storage biles, to other charges on the vehicle you agree to repay the security when the Creditor sales for it.

Biocurily interest. You give the Creditor & Security Interest in (1) the vehicle being purchased, (2) any accessoriae, equipment and replacement parts being purchased, (2) any accessoriae, equipment and changes for service relations to the walking, (a) any insurance permisses and changes for service potential seturated on the vehicle, and (2) any proceeds of insurance polaries parties contracts on the vehicle, and (2) any proceeds of insurance polaries payment on your file or heafth that are financed in this casuact. This security payment of all aprounts you are in this exercise and in any translat, contract, and the process of the process of

Programment, You may prapay the unseld between all the Ameunt Pinemed in tail or in part at any time without penalty. If you do no, you must pay the earned and unseld part of the Pineme Charge and all other emounts due up in the date of districult.

to the calls of payment.

Required Physical Beneage Industries. You eight to know physical dermaps hearmest creating loss or dermaps to the vehicle for the term of this contract, if you do not never contract, as my time during the term of this contract, if you do not need to provide dermaps incurrence which covers both the interest of you and the physical damage incurrence which covers both the provided, then the Decidior may buy it for you. If the Gestler Creditor is the vehicle, the true is the covers both automate in the does not buy physical demands insurance which covers only the Creditor's vehicle, it may, if a decided, buy insurance which covers only the Creditor's returner. Intervalle.

The Creditor is under no obligation at truy any insurance, but may so so if it observes. If the Creditor buys either of shalls coveraged, it will let you know observes. If the Creditor buys either of shalls coveraged it will be previous with byte it is and the observe set in under the previous for the historica and a finance change at the huntual precentage rate afterm for the huntual precentage rate afterm for the previous of the contract. You agree to pay the change in squal installments along with the payments phrasm on the payment schedule.

If the volvicle is lost or damaged, you agree that the Orgation can use any insurance settlement either to repair the volviets or to apply to your clabs.

Optional insurance or Spendor Constructs. This contract may canally otherwise for optional betweenors or spendor contracts. If the volvide to repostate you agree that the Constitution may claim bone his under these contracts and territorial them to obtain returned that post.

Insurance or Service Contract Charges Returned to Creditor. It any sharps for required insurance is returned to the Creditor, it may be credited to your account or used to tury sharps insurance or housease which covers only the Creditor's interest in the varieties. Any return on opisions insurance or service correlates obtained by the Creditor will be gradited to your account. You will be notified of what is done.

Flaguified Representative Cond.

Flaguified Representative Full Seriors the Schweduled Dask. If you led to pay any payment when dust? It a proposed in bunkrupsey, most versity or pay any payment when dust? It a proposed in bunkrupsey, most versity or serior of the spreaments for a payment for the powers for the payment for the spreament for the spreament for the payment of the spreament for the spreament

Reposéééalors et les Vehicle for Felhers to Payl. Reposéealors means' loui il you ha to pay according in the payment exhacitie or il you beekt any out the éponentifs in this contract (delauf), the Ceedine can man its vehicle from you. To later the vehicle the Creditor can enter your property, of the from you. To later the vehicle the Creditor can enter your property, of the property where it is already as oning as it is done puckbully. If stems is uny property where it is already as one of the contract of for you. Any

the venture.

Cathing this Vehicle, you have the right to go! It back (redeem) by poying assess the vehicle, you have the right to go! It back (redeem) by poying the enter arother you get on the contribut (red just just dute payments). The arretin you get the the purplet backpan of the Amount Francasca pass the arretin you get the the purplet backpan of the Amount francasca pass the property of the property of

Eals of the Repossessed Yehlets. The Creditor will send you a unition make of able on lettly to days before making the vehicle. If you do not redoom the workle by the dast on the notice, the Creditor can sell b. The Creditor will use the net proceede of the sell to pay at or put of your debt.

The net proceeds of sale will be ligured the way. Any charges for taking and storing the vehicle, pleasing and advertising dat, and any attorney less and could count will be subtracted from the setting price.

If you one the Creditor lase than the particular of eals, the Creditor was pay you do dilegance, unloss required to pay it to accusable also. For example, the Creditor may be required to pay a londer who has given you a loss and sixed brieft a security interest in the vehicle.

If you own more than the net proposed of sale, you will pay the Creditar the difference between the net proposed of sale and what you own whose the Creditor sales for it. If you do not pay this amount when select, you may also created inference of interests of the highest lambé rate with you do pay all you over to the Creditor.

Codespies Desta. If the Creditor hires an assency to bolists what you swe, you will pay the attempts respond to lea and any obus costs. The attempts lee will not exceed 15% of the amount that you tare.

Dalay in Endorcing Rights and Changes of this Central. The Creditor and saley of sizeds from endering any of its rights under this continuous metidaty itself there. For enempts, the Creditor can extend the time for making some payments without acceptance of what, any otherspa in some of making some payments without acceptance of what, any otherspa in some of this sometime, and signed by the Creditor, No eral changes are bridge. If any part of this sometime to read all other parts will remain entercombine.

Morantine Salar Discissions, You understand that the Salar is not established any warrantes and that there are no implied to surrantee of establishing, of Street for a Santonian purpose, or any arranteementies, express or implied by the Salar, covering the various warranteem, surrounded the Salar extends a united seatment or service contract within 90 days from the date of this populated.

The foregoing disciplines of implied maximises does not apply if this contrast sovers a new varieties that use obtained primarily for personal me unless you was informed in writing prior to signifing this contrast that the validate same odes on all "as as "as "with at lasting" Spale and their you have in a surface of the validate of the prior spale of the vehicle.

An implied werramy of merchamidDBy generally mean's that he vehicle is for the ordinary purpose for which such vehicles are generally used. A marranty of Break for a particular pusples in a werranty that may arise which has a reason to know the periodiar purpose for which you wish to sold has reason to know the periodiar purpose for which you wish weblice and you may on the Seller's said or Judgment to furnish a surfact which is surfact.

This provision does not effect any vertexises covering the vehicle which may be provided by the vehicle manufacturer.

Used Carl Buyers Guide. The Internation you see on the window borth to the while is part at this centrent, internation on the window furne everyded my postery provisions in the contract at sets.

evertides any operatory provisions in the contrast or less.

Nation of Buhnststellan of Contrast. If Salar obstance this vanicle stom Garacia Natura Depuration (Gal) on insularization should service the service of Gall on insularization that the vehicle you are purchasing. This establishmen will not obseque the substitution will not obseque the substitution will not obseque the substitution will not obseque the surface. The vehicle you are purchasishing that payment schedule, the amount of the vehicle of the purchasis. The terms of this contrast set left your regime and delice for this purchasis. The terms of this contrast set left your regime and only obligation to Seler, GM, or any other holder of this contract.

NOTICE: ANY HOLDER OF THIS CONBUMER GREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DESTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURGUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DESTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DESTOR MEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, lamity, or household use. In all other cases, Buyer will not sevent against any subsequent holder or essignes of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the menufacturer of the vehicle or equipment obtained under this contract.

GMAC PO BOX 8122 COCKEYSVILL	RETAIN THIS DOCUMENT - See reverse side of this form for removing this hen	3GNFK16Z64G207484 04/15/04 NO Security Date Rebuilt	04 CHEV 4WK15 Z1750S029	ADKINS DAVID WILLIAN 1220 MOURNING DOVE CT EAGAN MN 55123	MINNESOTA DEPARTMENT OF PUBLIC SAFETY DRIVER & VEHICLE SERVICES DIVISION 445 MINNESOTA ST., ST. PAUL, MN 55101 CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS
GMAC PO BOX 8122 CDCKEYSVILLE ND 21030-8122	-	LIEN HOLDER	1ST SECURED PARTY	* St Paul, MN * ** ** ** ** ** ** ** ** ** ** ** **	Post Class U.S. Postage PAID Permit No. 171

In re:

Chapter 7 Case

David Adkins.

Bky. No. 04-35212-DDO

Debtor(s).

**Affidavit** 

- I, C. Kost, of General Motors Acceptance Corporation, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information and belief.
- General Motors Acceptance Corporation has a security interest in the following (the "Collateral"):

N04 CHEVK1500 VIN 3GNFK16Z64G207484.

- \$46,932.44 is the outstanding balance under the contract. 2.
- \$2,474.54 is the amount of the existing delinquency under the contract. 3.
- \$46,650.00 is the fair market value of the Collateral. 4.
- Yes appropriate insurance has been verified. 5.

Further your affiant sayeth not.

Dated:

9/30/2004

C. Kost

Bankruptcy Specialist General Motors Acceptance Corporation

Subscribed and sworn to before me on

September 30, 2004

Case No. 04-35212 DDO Chapter 7

In Re

David Adkins,

Debtor.

#### **MEMORANDUM OF LAW**

### **INTRODUCTION**

General Motors Acceptance Corporation, ("GMAC") has made a motion for relief from the automatic stay. GMAC incorporates herein the facts set forth in the notice of hearing and motion for relief from stay.

There is one loan that is the subject of this motion secured by a security interest in a motor vehicle. The loan is in default for failure to make payments when due. GMAC seeks relief from the automatic stay to foreclose its personal property security interest. There is no equity in the vehicle.

### **ARGUMENT**

Pursuant to 11 U.S.C. § 362(d)(1), a secured creditor may be granted relief from the automatic stay, including lack of adequate protection. The motion, filed by GMAC, for relief from the automatic stay demonstrates cause for relief from the stay for all reasons set forth in the motion. In the aggregate, these circumstances demonstrate cause for relief from the automatic stay. <u>United Savings Assn. of Texas v. Timbers of Innwood Forest Assoc. Ltd. (In re</u>

Timbers of Innwood Assoc. Ltd.), 484 U.S. 365 (1988).

Also, there is little or no equity in the vehicle that is the subject of this motion and the vehicle is not necessary for an effective reorganization, which allows the stay to be lifted pursuant to 11 U.S.C. § 362(d)(2). **In re Anderson**, 913 F.2d 530, 532 (8th Cir. 1990).

## **CONCLUSION**

Based on the foregoing, GMAC requests that the Court issue an Order lifting and terminating the automatic stay provided by 11 U.S.C. § 362(a) to permit GMAC to enforce and foreclose its personal property security interest.

DATED: October 6, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn, #0324140 7700 Bonhomme Ave., 7th Floor St. Louis, MO 63105 (314) 727-0101 FAX (314) 727-1086 Attorneys for GMAC

Case No. 04-35212 DDO
Chapter 7

David Adkins,

In Re:

Debtor.

### UNSWORN DECLARATION FOR PROOF OF SERVICE

Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, P.C., with an office address of 7700 Bonhomme Avenue, 7<sup>th</sup> Floor, St. Louis, Missouri 63105, declares that, on the date listed below, I served a **Notice of Hearing for Relief from Stay, Memorandum of Law** and **Proposed Order** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class postage prepaid and depositing same in the post office at St. Louis, Missouri, addressed to each of them as follows:

(Debtor's Attorney) (Chapter 7 Trustee)
Barbara J. May Patti J. Sullivan
4105 N Lexington, Suite 310 P.O. Box 16406
Arden Hills, MN 55126 St. Paul, MN 55116

(Debtor)Office of the U.S. TrusteeDavid Adkins1015 U.S. Courthouse1220 Mourning Dove Ct.300 South 4th StreetEagan, MN 55123Minneapolis, MN 55415

And I declare, under penalty of perjury, that the foregoing is true and correct.

Executed: October 6, 2004.

Signed: /e/ Marilyn J. Washburn

In Re:	Case No. 04-35212 DDO Chapter 7
David Adkins,  Debtor.	
О	PRDER
The above entitled matter before the C	Court for hearing on, 2004, on
the motion of General Motors Acceptance Co.	rporation, ("GMAC"), seeking relief from the
automatic stay of 11 U.S.C. § 362(a). Appear	rances are as noted in the Court's record.
Based on the proceedings had on said	date, the statement of counsel and all the files and
records herein, the Court now find that cause	exists entitling GMAC to relief from the automatic
stay.	
NOW, THEREFORE, IT IS HEREBY	Y ORDERED that:
1. The automatic stay is immedia:	tely terminated as to GMAC and GMAC is
authorized to proceed with its legal remedies a	according to state law as to the subject motor
vehicle,	
a 2004 Chevrolet Suburban, V	IN # 3GNFK16Z64G207484.
2. Notwithstanding Fed. R. Bankı	r. P. 4001(a)(3), this Order is effective
immediately.	
DATED at St. Paul, Minnesota, this _	day of, 2004.
	BY THE COURT:
	Dennis D. O'Brien United States Bankruptcy Judge